

CONTRACT FOR THE SALE AND PURCHASE OF REAL ESTATE

THIS CONTRACT is made and entered into this 15 day of December, 2014, by and between Jeff Wendel (the "Buyer"), and TD Development, LLC whose address is 720 Eagle View Ct, Mason, Ohio 45040 (the "Seller").

1. **AGREEMENT TO SALE AND PURCHASE:** Seller agrees to sell, and Buyer agrees to buy from Seller the property described as follows:

68 Church Street, Canajoharie, New York. All property sold by this contract is called the "Property."

2. **SALES PRICE:** The parties agree to the following sales price:

	Amount
Purchase Price	\$1
Down payment	0
Architectural Review Fee	0
Performance Deposit	0

3. **FINANCING:** The following provisions apply with respect to financing: Buyer shall pay the balance at closing.

4. Down payment: none

5. **PROPERTY CONDITION:** Buyer has conducted property inspection.

6. **UTILITIES:** The property has no utilities.

7. **CLOSING:** The closing of the sale will be on or before December 29, 2014. *See*

Closing may be extended to within 7 days after objections to matters disclosed have been cured. The closing date may also be extended by written agreement of the parties.

8. **TITLE AND CONVEYANCE:** Seller is to convey title to Buyer by Warranty Deed and provide Buyer with a Certificate of Title prepared by a company representative, attorney, title or abstract company.

9. **APPRAISAL AND SURVEY:** Any appraisal of the property shall be the responsibility of Buyer. If a survey is required the cost of which shall be paid by Buyer.

10. **POSSESSION AND TITLE:** Seller shall deliver possession of the Property to Buyer at closing. Title shall be conveyed to Buyer.

11. **CLOSING COSTS AND EXPENSES:** The following closing costs shall be paid as provided.

Closing Costs	Buyer	Seller	Both*
Attorney Fees		X	
Title Insurance			
Title Abstract or Certificate			
Recording Fees		X	
Appraisal			
Conveyance Fees		X	

Buyer Initials *JW*

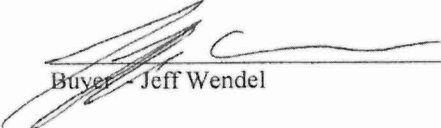
Seller Initials *TD*

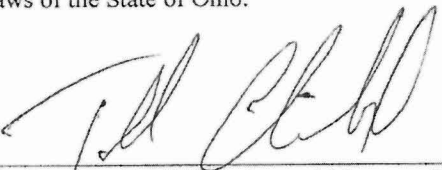
12. REVENUE SHARING: Buyer agrees to share any and all revenue generated by the property including but not limited to: Private grants, public grants, rents, leases, royalties or revenue generated from the sale of the property with sixty-five percent going to Seller (65%) and thirty-five percent (35%) to Buyer. *50% Seller 50% Buyer*
13. DEFAULT: If Buyer fails to comply with this contract, Buyer will be in default, and Seller may either (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) Buyer agrees to sell the Property back to Seller for one dollar (\$1.0).
14. AGREEMENT OF PARTIES: This contract contains the entire agreement of the parties and cannot be changed except by their written agreement.
15. NOTICES: All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by facsimile machine as follows:
- | | |
|----------------------------------|---------------------------------|
| To Buyer at: | To Seller at: |
| <u>1259 Buglers Sound Circle</u> | <u>720 Eagle View Ct</u> |
| <u>Batavia, OH 45103</u> | <u>Mason, OH 45040</u> |
| <u>Telephone (513) 703-5912</u> | <u>Telephone (513) 266-6414</u> |
16. ASSIGNMENT: This agreement may not be assigned by Buyer without the consent of Seller and Developer. This agreement may be assigned by Buyer and shall be binding on the heirs and assigns of the parties hereto.
17. PRIOR AGREEMENTS: This contract incorporates all prior agreements between the parties, contains the entire and final agreement of the parties, and cannot be changed except by their written consent. Neither party has relied upon any statement or representation made by the other party or any sales representative bringing the parties together. Neither party shall be bound by any terms, conditions, oral statements, warranties, or representations not herein contained. Each party acknowledges that he has read and understands this contract. The provisions of this contract shall apply to and bind the heirs, executors, administrators, successors and assigns of the respective parties hereto. When herein used, the singular includes the plural and the masculine includes the feminine as the context may require.
18. NO BROKER OR AGENTS: The parties represent that neither party has employed the services of a real estate broker or agent in connection with the property, or that if such agents have been employed, that the party employing said agent shall pay any and all expenses outside the closing of this agreement.
19. RECORDING: This agreement may be recorded in the official records of Montgomery County, New York.


TIME IS OF THE ESSENCE IN THE PERFORMANCE OF THIS AGREEMENT.

GOVERNING LAW: This contract shall be governed by the laws of the State of Ohio.

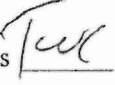
THE EFFECTIVE DATE: December 15, 2014


Buyer - Jeff Wendel


Seller - Todd Clifford, General Manager, TD Development, LLC

Buyer Initials 

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Seller Initials 

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

CHASE **CASHIER'S CHECK**

Date 12/29/2014

Void after 7 years

9529403676

25-3
440

Remitter: JEFFREY A WENDEL

Pay To The TD DEVELOPMENT LLC
Order Of:

Pay: ONE DOLLAR AND 00 CENTS

\$** 1.00 **

Do not write outside this box

Memo: _____
Note: For information only. Comment has no effect on bank's payment.

Drawer: JPMORGAN CHASE BANK, N.A.

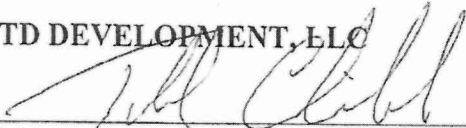
*Paulahey*Senior Vice President
JPMorgan Chase Bank, N.A.
Columbus, OH

⑈9529403676⑈ ⑆044000037⑆ 758661318⑆

IN WITNESS WHEREOF, the Grantor(s) has executed this deed the day and year first above written.

In presence of:

TD DEVELOPMENT, LLC


Name: Todd Clifford

Title: Managing Member

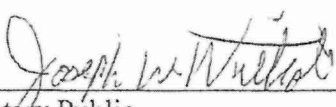
ACKNOWLEDGMENT

STATE OF OHIO)

SS.:

COUNTY OF Warren)

On the 27th day of December in the year 2014 before me, the undersigned, a notary public in and for said state, personally appeared **TODD CLIFFORD**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument and that such individuals made such appearance before the undersigned in the County of Warren, State of Ohio.


Notary Public

My commission expires:

Record and Return to:

Christian J. Danaher, Esq.
Shulman Grundner Etoll & Danaher, P.C.
Suite 502
250 South Clinton Street
Syracuse, New York 13202-1263
Telephone No.: (315) 424-8944

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SCHEDULE A- page 1

Parcel I:

All that piece or parcel of land, situate, lying and being in the Village of Canajoharie, County of Montgomery and State of New York, bounded and described as follows:

Beginning at a point in the easterly margin of Church Street where the east margin of Church Street intersects the northerly margin of Canal Street, said point of beginning also being the southwesterly corner of lands conveyed by the Village of Canajoharie to Beech-Nut Life Savers, Inc., by deed dated January 2, 1957, and recorded in the Montgomery County Clerk's Office in Book 304 of Deeds at Page 324, and running thence N. 13° 53' E. along the easterly margin of Church Street for a distance of 272.32 feet to a point; thence continuing along the easterly margin of Church Street N. 19° 54' E. for a distance of 22.67 feet to a point; thence N. 14° 04' E. along said Church Street for a distance of 146.08 feet to a point; thence N. 15° 19' E. along the said easterly margin of Church Street for a distance of 129.89 feet to a point where the easterly margin of Church Street intersects the southerly margin of Market Street; thence running along the southerly margin of Market Street for the following courses: S. 88° 26' E., 44.00 feet, S. 80° 24' E., 46.00 feet, S. 76° 50' E., 264.15 feet and S. 77° 58' 23" E. for a distance of 173.26 feet to a point marking the northwest corner of lands conveyed by Beech-Nut Foods Corporation to the Village of Canajoharie by Deed dated October 19, 1977, and recorded in the Montgomery County Clerk's Office in Book 417 of Deeds at Page 4; thence S. 17° 23' 17" W. along the west line of said lands of the Village of Canajoharie for a distance of 74.75 feet to a point marking the southwest corner of said lands of the Village of Canajoharie; thence S. 73° 12' 23" E. for a distance of 135.12 feet to an existing iron pipe marking the southeast corner of said lands of the Village of Canajoharie; thence N. 05° 45' 49" W. along the east line of the Village's lands for a distance of 98.04 feet to an existing iron pipe; thence N. 78° 27' 02" W. for a distance of 20.92 feet to a point; thence N. 12° 09' 00" E. for a distance of 64.11 feet to a point; thence N. 08° 03' 33" E. for a distance of 58.00 feet to a point; thence running S. 81° 39' 28" E. along lands of the State of New York for a distance of 54.00 feet to a point; thence S. 77° 36' 35" E. for a distance of 213.93 feet to a canal monument; thence running along a curve to the right having a radius of 3973 feet and a length of 727.28 feet to a point; thence S. 68° 54' 10" E. continuing along lands of the State of New York on the north for a distance of 481.26 feet to a point, last line passing over a canal monument at a distance of 402.89 feet; thence running along a curve to the right having a radius of 140 feet and a length of 372.53 feet to a point; thence running N. 72° 45' W. along lands owned by the State of New York on the south for a distance of 879.12 feet to a point; (last described line passing over an existing Canal Monument at 124.06 feet) thence S. 19° 11' W. along lands of the State of New York on the east for a distance of 198.70 feet to an existing concrete highway monument; thence S. 33° 30' W. for a distance of 61.30 feet to a point; thence S. 14° 52' W. along lands of the State of New York on the east for a distance of 247.00 feet to a point in the northerly margin of New York State Highway Route 5S; thence running in a general westerly direction for the following courses along the said northerly margin of Route 5S: N. 86° 24' W., 36.75 feet, N. 81° 21' W., 338.09 feet, N. 79° 58' W., 89.43 feet, N. 78° 40' W., 80.19 feet, N. 77° 18' W., 277.69 feet, and N. 75° 54' W. for a distance of 273.60 feet to a point in the easterly margin of an alley just east of the "Kelly Block"; thence N. 13° 55' E. for a distance of

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122.87 feet along the said easterly margin of said alley to a point; thence S. 89° 30' W. for a distance of 12.25 feet to a point; thence N. 73° 55' W. along the northerly margin of Canal Street for a distance of 78.80 feet to the point or place of beginning.

Parcel II:

All that piece or parcel of land situate, lying and being in the Village of Canajoharie, County of Montgomery and State of New York, bounded and described as follows:

Beginning at a point in the northerly margin of East Main Street (New York State Route 5S), which point is the southwesterly corner of lands conveyed to the State of New York by Deed recorded in Book 216 of Deeds on Page 303; thence N. 80° - 11' W., 277.25 feet along the northerly margin of East Main Street to the southeasterly corner of lands of Snyder; thence N. 20° - 27' E., 141.71 feet along the easterly line of said lands of Snyder to a point; thence S. 71° - 53' - 04" E., 48.41 feet along the southerly line of lands appropriated by the State of New York for construction of the New York State Thruway to a point; thence N. 17° - 15' E., 60.00 feet along the easterly line of said lands of the State of New York to a point; thence S. 71° - 53' - 04" E., 209.30 feet along the southerly line of said lands of the State of New York to a point; thence S 13° - 57' W., 162.00 feet along the westerly line of lands of the State of New York to the point or place of beginning.

Parcels I and II above being the same premises conveyed to the Grantor herein by Deed dated January 27, 1995 and recorded in the Montgomery County Clerk's Office on February 21, 1995 in Liber 589 of Deeds at page 193.

Parcel III:

All that certain piece or parcel of land, lying situate and being on the easterly side of Church Street, also known as New York State Route 10, in the Village and Town of Canajoharie, County of Montgomery and State of New York, bounded and described as follows:

Commencing at a point at the southwesterly corner of the lands herein described and on the easterly side of the said Church Street in distance 24.4 feet from the centerline of the traveled track thereof; said point being 1.22 feet westerly from PK Nail set 2/04 in pavement on northerly side of a concrete walk located on the southerly end of the said Canal Street and on the northerly side of the brick building known as the "Kelly Block"; said PK Nail being North 15° 13' East 7.9 feet from the northwesterly corner of the said Kelly Block; Said first mentioned point being the Point of Beginning of the lands herein described; thence leaving said point

North 13° 53' East 16.21 feet along the easterly side of the said Church Street to a point on the easterly side thereof in distance 24.4 feet from the centerline of the traveled track thereof at the northwesterly corner of the lands herein described; thence leaving said point on the following two (2) bearings and distances along the lands now or formerly of the said Beech-Nut Nutrition

Corp. 589/193 (304/324)

SCHEDULE A - page 3

South 73° 55' East 78.80 feet to a point; and

North 89° 30' East 12.25 feet to a point at the northeasterly corner of the lands herein described; thence leaving said point

South 13° 55' West 18.52 feet continuing along the lands of the said Beech-Nut Nutrition Corp. to a PK Nail set in the ground 2/04 at the southeasterly corner of the lands herein described; thence leaving said PK Nail

North 76° 18' West 63.92 feet through the said Canal Street and partially along the said walk on the northerly side of the said Kelly Block (now or formerly of Canajoharie 2000, Inc. 656/347) to a Railroad Spike set 2/04 at the base of a ramp in the said walk; thence leaving said Railroad Spike on the following Two (2) bearings and distances continuing through the said Canal Street and along the northerly side of the said walk

North 64° 14' West 10.62 feet to a PK Nail set 2/04; and

North 75° 01' West 16.28 feet passing through the first above mentioned PK Nail set 1.22 feet from the point of beginning. to the point or place of beginning.

Parcel III being the same premises conveyed to the Grantor herein by Deed dated March 11, 2004 and recorded in the Montgomery County Clerk's Office on March 25, 2004 in Liber 734 of Deeds at page 84.

Excepting and reserving from the premises conveyed herein:

All that certain lot, piece or parcel of land lying, situate and being on the northerly side of East Main Street, also known as NYS Route 58, in the Village and Town of Canajoharie, County of Montgomery, State of New York bounded and described as follows:

Commencing at a PK nail set 2/04 on the northerly side of the walk along the northerly side of the said East Main Street at the southwesterly corner of the lands herein described and 0.6' westerly from the southwesterly corner of the "Gum Building" located on the lands herein described; said PK nail being 24.7' perpendicular from the centerline of the traveled track of the said East Main Street; Said PK Nail being the Point of Beginning of the lands herein described; thence leaving said PK nail North 13° 55' East 99.10 Feet along the lands now or formerly of Canajoharie 2000, Inc. 656/347 running 0.6' westerly of the said "Gum Building" located on the lands herein described and along the easterly side of an alley leading from the said East Main Street to Canal Street, to a PK Nail set 2/04 at the northwesterly corner of the lands herein described; thence leaving said PK Nail

South 75° 53' East 147.83 feet along the remaining lands of the said Beech-Nut Nutrition Corp. and running along the northerly face of the said "Gum Building" to a cabin spike set 2/04 in the ground at the base of the northeasterly corner thereof; said cabin spike being at the northeasterly corner of the lands herein described; leaving said cabin spike

South 14° 05' West 99.07 feet along the remaining lands of the said Beech-Nut Nutrition Corporation being along the easterly face of the said "Gum Building" to a PK Nail set 2/04 in the ground at the southeasterly corner of the main building and on the northerly side of the said walk along East Main Street in distance 24.7' from the centerline of the traveled track thereof, at the southeasterly corner of the lands herein described; thence leaving said PK Nail

North 75° 54' West 147.54 feet along the northerly side of the said walk and being essentially along the southerly face of the said "Gum Building" to the point or place of beginning.